subject of the proposed spin-off transaction between Verizon and Frontier (the "Applicants") in West Virginia and Ohio.

3. The purpose of this declaration is to (1) describe FiberNet's experience with purchasing wholesale services from Frontier and using Frontier's OSS in West Virginia; (2) explain how the Applicants' planned OSS transition in West Virginia poses a substantial risk that service to wholesale customers such as FiberNet will deteriorate post-transaction; and (3) describe Verizon's anticompetitive conduct in West Virginia and explain how that conduct has impeded FiberNet's ability to deploy broadband in the state.

I. FIBERNET'S EXPERIENCE WITH FRONTIER IN WEST VIRGINIA IS THAT FRONTIER'S OSS ARE VASTLY INFERIOR TO VERIZON'S OSS FOR WEST VIRGINIA.

4. FiberNet has interconnection agreements with both Frontier and Verizon in West Virginia. However, FiberNet purchases significantly fewer wholesale services from Frontier than Verizon for several reasons. First, Frontier offers very few types of UNEs. For example, Frontier does not offer unbundled DS1 loops to FiberNet in West Virginia. Second, the rates for the UNEs that Frontier does offer are higher than those of Verizon. For example, in Density Cell 2 in West Virginia, Verizon charges a monthly recurring charge of $22.04 for 2-wire analog UNE loops and $22.04 for 2-wire xDSL compatible loops. In contrast, in the Bluefield, West Virginia cluster, which is comparable to a location in Density Cell 2, Frontier charges a monthly recurring charge of $35.18 for 2-wire analog UNE loops and $48.35 for 2-wire digital conditioned loops. As the "Joint Commenters" in this proceeding explained on page 34 of their Petition to Deny, Frontier's wholesale rates for pole attachment rentals, conduit leasing, and physical collocation are also generally higher than those of Verizon. Third, some of the terms and conditions in FiberNet's interconnection agreement with Frontier in West Virginia are anticompetitive. For example, FiberNet's interconnection agreement with Frontier in West

Virginia provides that Frontier may reject a port request if the Frontier customer involved has not paid the balance due on his or her Frontier account.

5. Based on the relatively few wholesale services that FiberNet does purchase from Frontier, FiberNet has found that Frontier's OSS in West Virginia are vastly inferior to Verizon's OSS in West Virginia. Overall, Frontier's OSS in West Virginia are largely manual while Verizon's OSS are electronic. For example, FiberNet places all of its pre-orders and orders for new facilities and its repair requests for existing facilities with Verizon electronically using Web-based graphical user interfaces ("GUIs"). As a result, placing a Local Service Request ("LSR") with Verizon can take as few as four minutes. Using Verizon's electronic OSS, a FiberNet employee can place approximately between 80 and 100 orders for DS1 loops and other wholesale services per day. By contrast, FiberNet must place orders with Frontier by filling out the requisite Microsoft Word and Excel forms and faxing or emailing them to Frontier employees. If FiberNet had to obtain loops and other wholesale inputs solely from Frontier in this manner, FiberNet's employees would only be able to complete approximately between 20 and 30 transactions per day due to the inherent delays in a fax and email-based system.

6. Verizon's systems enable Verizon to issue all bills electronically and provide robust detail on each bill (e.g., circuit identification numbers, service order charges, and resolution codes for repair tickets). Verizon's OSS also permit wholesale customers to upload and transmit billing dispute forms to Verizon electronically and to track the status of pending disputes electronically. Verizon's systems also allow wholesale customers to receive bill credits electronically.

7. FiberNet has found that Verizon's bills generally contain a high degree of inaccuracy. Accordingly, FiberNet invested in developing software for its own OSS that imports

Verizon's electronic bills into FiberNet's systems and validates the detail on Verizon's bills with FiberNet's own records. FiberNet has used its custom software to dispute approximately between 1500 and 2000 individual Verizon bills per month and FiberNet wins about 93 percent of those disputes, which are worth approximately $1.3M annually. Without Verizon's electronic bills and the amount of detail provided on those bills, this would not be possible. In FiberNet's experience, some but not all of Frontier's billing processes are electronic and Frontier does not provide nearly the amount of detail on its bills that Verizon does.

8. Verizon's OSS in West Virginia enables Verizon to provide wholesale customers such as FiberNet with robust customer-specific monthly performance reports. These reports, which Verizon is required to provide under the West Virginia Performance Assurance Plan ("PAP") and Carrier-to-Carrier ("C2C") Guidelines, contain numerous metrics (for pre-ordering, ordering, maintenance and repair, and billing functions), against which Verizon benchmarks its performance and issues credits to wholesale customers for failure to meet those benchmarks. In contrast to Verizon, Frontier does not provide FiberNet with similar performance reports.

II. THE APPLICANTS' PLANNED CUTOVER TO FRONTIER'S OSS IN WEST VIRGINIA POSES A SUBSTANTIAL RISK THAT WHOLESALE SERVICE WILL DETERIORATE POST-TRANSACTION.

9. I have reviewed the portions of the Declaration of Daniel J. McCarthy and the Declaration of Stephen E. Smith on behalf of Verizon and Frontier, filed in this proceeding on October 13, 2009, that pertain to the OSS transition that the Applicants will undertake as part of the proposed transaction in West Virginia. In their testimony, both Mr. McCarthy and Mr. Smith stress that the proposed transaction is unlike previous Verizon spin-off transactions, which resulted in widespread and well-publicized service problems, because here, the acquiring company already has its own OSS in West Virginia. According to Mr. Smith's testimony (¶ 16),

the cutover process will be smooth because "the transferring company [is] merely extracting data and transferring that data to existing, tested, operational systems of the acquiring company." Although it is true that Frontier will be using its own systems in West Virginia post-transaction, the planned cutover still poses a substantial risk that the wholesale service previously provided by Verizon to customers such as FiberNet will deteriorate post-transaction.

10. In his testimony, Mr. Smith (¶ 14) describes the cutover process in West Virginia as follows: "Verizon will identify the relevant customer data and furnish Frontier with data descriptions, data formats and layouts, and a series of full test data extracts from the Verizon systems which hold the data," and then "Frontier will receive the test data, map them to its own comparable systems, and then load and test its systems to confirm that the data have been mapped properly." While Mr. Smith implies that the cutover process will be fairly routine, each step of the cutover process entails risks that could ultimately result in major systems failures.

11. For example, there is a significant risk that Verizon's data will not be migrated accurately and in its entirety. The cutover plan described by Mr. Smith in his testimony (¶¶ 15-16) does not alleviate this concern. Accuracy of the migrated data is critical to all aspects of the Merged Firm's operations. In particular, troubleshooting customer repair activity is critically dependent upon the accuracy of historical data (e.g., whether a circuit has had chronic maintenance and repair problems due to weather problems or corroded copper). Historical data must be migrated from Verizon's systems to Frontier's systems completely and accurately in order for wholesale customers such as FiberNet to make informed decisions about how to restore service for a particular retail customer in the most expeditious manner possible. Loss of historical data is one of the biggest and most common problems resulting from a data migration such as the one planned for the proposed transaction.

12. It is my understanding that, one month before closing, Frontier will conduct a mock cutover that will enable it to establish what it calls a "shadow" OSS load that will back up the data cutover that will occur at closing. It is also my understanding that Frontier has stated in a letter to the FCC that in the event of a problem with the cutover, the "shadow" OSS load will allow Frontier to continue to provide service "with minimal potential for errors." However, the "shadow" OSS will only be as accurate as the data migrated to it, and without sufficient testing, including cyclic redundancy checking, there is a risk that the "shadow" OSS will rely on corrupt data. In addition, without ongoing updates to the data that is transferred to the "shadow" OSS one month before closing, the "shadow" OSS data will become quickly outdated as ongoing transactions occur, thereby compromising the historical data associated with each customer account.

13. In order for a data migration to be successful, the platform to which all of the data is moving must also be at least as robust as the platform from which the data is coming. That is not the case here. As explained above, Frontier's systems are largely manual and lack most of the functionalities of Verizon's OSS. Therefore, Frontier's systems are *not* "comparable" to Verizon's systems, as Mr. Smith states in his testimony (¶ 14), and it will not be easy to map Verizon's data to Frontier's systems. For instance, there must be a corresponding data field in Frontier's systems for each data field currently in Verizon's systems. Without a one-for-one correspondence in the data fields for Verizon's systems and the Merged Firm's systems, FiberNet will not be able, for example, to analyze combinations of multiple data fields in order to validate the data contained in the Merged Firm's bills.

14. For the data migration planned for the proposed transaction to be successful, Frontier's systems must also be able to accommodate the vast amounts of data that will be

transferred to Frontier. Mr. McCarthy states in his testimony (¶ 58) that "Frontier will be adding approximately 600,000 lines to systems that already support about 2.2 million lines," but that this increase is "a significant, but manageable increase." But this means that Frontier will be increasing the number of lines supported by its existing systems by almost one-third. Given that Frontier's systems are largely manual and lack most of the functionalities of Verizon's systems, it is difficult to see how this will be a "manageable" increase. Moreover, in FiberNet's experience, in Verizon's OSS, there are up to hundreds of data fields associated with each customer service record and up to thousands of records associated with each customer account when historical data is included. It is highly unlikely that Frontier's OSS has the number of data containers needed to hold all of this information. Finally, although Mr. McCarthy states in his testimony (¶ 58) that "Frontier's systems are fully scalable," he has not provided any proof that this is actually the case. For example, Frontier has not provided any information on the average volume of orders (such as for UNEs, special access, number portability, etc.) that it processes per month in West Virginia as compared to Verizon.

15. In order to minimize the risks posed by the cutover process in West Virginia, the Applicants should be required to hire an independent consultant, approved by the FCC, to oversee the cutover process. The Applicants should be required to submit their cutover plan, including their plan for how the data migration will be conducted, to the consultant for its review. Wholesale customers should also be allowed to review the Applicants' cutover plan and to provide their feedback on the plan to the consultant for its consideration. The consultant should establish readiness criteria against which to assess the Applicants' readiness for cutover to Frontier's OSS in West Virginia and it should use this readiness criteria to conduct a pre-cutover assessment, including testing and a mock cutover. Prior to the cutover date, the

consultant should also conduct a trial or simulation to ensure that Frontier's OSS function properly and the subsystems within Frontier's OSS interact correctly so that wholesale orders can be fulfilled from end to end. The FCC should not allow the cutover to take place until the consultant, with input from wholesale customers, has determined based on the established readiness criteria that Frontier's wholesale OSS are fully operational and that they operate at least at the same level of service quality as Verizon's wholesale OSS prior to the transaction.

16. As part of its assessment, the consultant should review the database schema. That is, the consultant should see the actual tables and fields in Verizon's OSS and ensure that there is a corresponding field in Frontier's OSS. Prior to the actual data migration, the consultant should conduct cyclic redundancy checking to ensure that the data contained in each data field in Verizon's OSS will match the data contained in a corresponding data field in Frontier's OSS. Furthermore, the data migration should take place in a series of phases (e.g., by wire center or LATA, by geographic region, or by customer base) rather than all at once in order to minimize the impact of potential migration problems on Frontier's entire systems. If problems arise in the first phase of the migration, for example, Frontier can make the necessary corrections before the subsequent phases take place and prevent the same errors from happening again.

17. For some period following the completion of the data migration but prior to the cutover date (e.g., for at least 30 days), wholesale customers such as FiberNet should be able to submit test orders to Frontier's OSS while continuing to submit actual orders to Verizon's OSS. The test orders should include pre-ordering and ordering for new facilities and sample repair tickets. Wholesale customers such as FiberNet should also be able to set up test customer accounts and view sample bills electronically. Wholesale customers should be allowed to report the results of their testing to the consultant for its consideration.

18. After the cutover to Frontier's OSS in West Virginia, it may take several days for problems to become visible to both Frontier and to wholesale customers using Frontier's systems as the volume of orders received increases and the load and demand on Frontier's servers increases. In addition, despite the best pre-cutover planning, it is likely that unanticipated problems will occur with an OSS transition and integration of this magnitude. Therefore, for 45 days after the cutover to Frontier's systems, Verizon should not be able to turn down its systems for West Virginia and if substantial problems arise, as determined by the consultant, wholesale customers should be allowed to place orders via Verizon's systems for those 45 days.

19. Finally, Frontier should also be required to retain technical staff and support personnel that are qualified to resolve any OSS failures or delays experienced by wholesale customers after cutover.

III. VERIZON HAS ENGAGED IN ANTICOMPETITIVE CONDUCT THAT HAS SLOWED THE DEPLOYMENT OF BROADBAND IN WEST VIRGINIA.

20. Notwithstanding its relatively robust wholesale OSS, numerous aspects of Verizon's conduct with respect to processing and provisioning wholesale orders in West Virginia is anticompetitive and has prevented FiberNet from deploying broadband to residential and business customers in West Virginia. First, Verizon has slow-rolled FiberNet's attempt to obtain access to the more than 3,000 remote terminals in West Virginia. In August 2008, FiberNet submitted its first remote terminal collocation application for a terminal located in Beckley, West Virginia. Verizon did not process FiberNet's collocation application within 90 days as required by the FCC's rules. Nearly a year after FiberNet filed the application, Verizon denied the application on the basis that the remote terminal lacked sufficient binding post capacity to accommodate the requested terminations and that no retrofit cabinet was available for the site. However, during a site visit requested by FiberNet, the Verizon employee did not have a key that

would permit FiberNet to view the actual terminations inside the cabinet, and when FiberNet contacted a vendor that supplies the type of cabinet that Verizon claimed was not available, FiberNet found that the cabinet in question was in fact available. Furthermore, FiberNet subsequently received a letter from Verizon stating that special construction required to accommodate FiberNet's request would cost more than $120,000. Even if FiberNet believed that this construction was necessary, FiberNet's own experience with similar builds is that the cost would be approximately between $30,000 and $40,000. Today, more than 17 months after submitting its original collocation application for the Beckley remote terminal, FiberNet still has not been able to establish any form of collocation in that location, let alone any other Verizon remote terminal location in West Virginia.

21. Verizon's refusal to provide FiberNet with access to a single remote terminal has prevented FiberNet from utilizing its extensive fiber transmission facility network in West Virginia to offer broadband service. If Verizon had accommodated FiberNet's collocation request, FiberNet would have established many more across the state. Indeed, FiberNet has determined that, if it had access to Verizon's remote terminals throughout West Virginia, it could provide broadband service to an additional 15,000 businesses and 150,000 residential access lines in the state.

22. Second, Verizon has discriminated against FiberNet in providing access to Verizon's poles in West Virginia. To begin with, Verizon does not process FiberNet's pole attachment applications within 45 days as required by the FCC's rules. Specifically, Verizon has taken an average of 206 days to process pole attachment applications filed by FiberNet between January 31, 2008 and March 6, 2009. FiberNet has also found that Verizon's make ready intervals are unreasonably long (i.e., an average of 240 days for 2009). This is in part because

Verizon uses a single contractor to perform the engineering work, thereby eliminating any incentive for the contractor to perform the work efficiently. FiberNet has determined that if delays by Verizon and the electric utilities associated with all aspects of the pole attachment process were reduced by 50 percent, FiberNet could double the markets that FiberNet enters each year, resulting in fiber being built to an additional 10 to 15 communities per year. Finally, Verizon has frequently overcharged FiberNet for make ready work by requiring FiberNet to identify and correct all preexisting unlawful attachments on a pole. This increases FiberNet's costs of deploying fiber to homes and businesses in West Virginia.

23. Third, Verizon has increasingly rejected FiberNet's orders for DS1 UNE loops on the basis that "no facilities are available." Specifically, in 2007 and 2008, Verizon rejected 26 percent and 29 percent, respectively, of FiberNet's DS1 UNE loop orders on a "no facilities" basis. In 2009, Verizon rejected 46 percent of FiberNet's DS1 UNE loop orders on this basis. This has forced FiberNet to purchase these inputs as special access, which substantially increases FiberNet's costs and in turn, reduces the number of customers it can serve. For instance, between February 2007 and July 2009, Verizon rejected 32 percent of FiberNet's DS1 UNE loop orders and forced FiberNet to purchase these inputs as special access. As a result, FiberNet incurred $221,825 in additional costs. If FiberNet's entire order had been fulfilled as UNE loops, FiberNet could have provided service to approximately 66 percent more DS1-served customers. In addition, because provisioning intervals for DS1 UNE loops are subject to state regulations and the FCC has not established similar regulations for DS1 interstate special access loops, when Verizon forces FiberNet to purchase these inputs as special access rather than UNEs, FiberNet's delivery of service to its end-user customers is delayed.

I declare under penalty of perjury that the foregoing is true and correct to the best of my information and belief.

Jack Wade Dated: 11/26/12